

EXHIBIT “A”

1
2 IN THE UNITED STATES DISTRICT COURT
3 FOR THE EASTERN DISTRICT OF PENNSYLVANIA
4 PHILADELPHIA COUNTY
5 CASE NO. 19-04078-RBS

6 -----x
7 EVELYN CINTRON,

8 Plaintiff,

9 v.

10 CITY OF PHILADELPHIA, et al,

11 Defendants.
12 -----x

13 1717 Arch Street

14 Philadelphia, Pennsylvania

15 October 28, 2022

16 11:03 a.m.

17 VIDEOTAPED DEPOSITION of EVELYN
18 CINTRON, the Plaintiff, held at the
19 above-entitled time and place, taken before
20 Carolyn Crescio, a Professional Shorthand
21 Reporter and Notary Public of the State of
22 Pennsylvania.

23 * * *

1 E. CINTRON

2 that correct?

3 A. Yes.

4 Q. And can you tell me -- I know you
5 held several positions, and we will work through
6 that. Can you tell me when you started working
7 with the City of Philadelphia?

8 A. I began working for the City
9 of Philadelphia in 1999, going into 2000.

10 Q. And what was the title that you held
11 at that time, if you remember?

12 A. I worked for the City
13 of Philadelphia prison system. And I was a
14 correctional officer.

15 Q. And what is the position you held
16 next?

17 A. I then moved -- after working there
18 for seven years, I became a Philadelphia police
19 officer.

20 Q. And did you have -- and forgive me,
21 I'm not versed in this -- what was -- did you
22 have a rank when you became a police officer?

23 A. Initially, I was a police officer.
24 I then took the corporal's exam and became a
25 corporal. I then took the sergeant's exam and

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2 Q. After you were appointed -- so you
3 were told that Friday, beginning Monday you're
4 going to be -- you'll be acting as the
5 commanding officer of PAL; is that correct?

6 A. Yes.

7 Q. After you were -- after that change,
8 did you continue to receive pay from the City
9 of Philadelphia?

10 A. Yes. The collaboration involves the
11 police department covering the pay for all
12 officers assigned to PAL.

13 Q. So just so I understand you
14 correctly, the paycheck you received, even
15 though you were working as the commanding
16 officer, still came from the City of
17 Philadelphia, correct?

18 A. Yes.

19 Q. Did you receive any paychecks or
20 income directly from PAL?

21 A. No.

22 Q. When you were serving in the
23 commanding officer role, did you continue to
24 receive your benefits through the city?

25 A. Yes.

1 E. CINTRON

2 Q. Did PAL pay for any of your
3 benefits?

4 A. No.

5 Q. Did PAL ever pay you any bonuses?

6 A. No.

7 Q. But if I understood you correctly
8 then, also the officers who were assigned to the
9 PAL unit, they were also -- they were also paid
10 by the city; is that correct?

11 A. Yes. But there was an incident
12 where PAL was paying the officers \$25 to cover
13 some city events, which became an issue, because
14 I informed them that the officers have to get
15 paid through the city.

16 Q. And why is it they have to be paid
17 through the city?

18 A. Because they are considered
19 employees of the City of Philadelphia, and they
20 have to get paid their -- at the rate that they
21 are supposed to get paid.

22 Q. Pursuant to their rank?

23 A. Yes.

24 Q. I'd like to back up and make sure I
25 understood something you had said earlier,

1 E. CINTRON

2 happened after-hours or on weekends. So, even
3 though I was getting paid work eight to four, I
4 was not getting paid to work those extra hours.

5 Q. So that --

6 A. Most times.

7 Q. Were there times you were paid for
8 those events?

9 A. There was a few events that I
10 submitted overtime requests, and it was granted
11 by Deputy Commissioner Patterson.

12 Q. And was that overtime paid by the
13 city?

14 A. Yes.

15 Q. Apart from Commissioner Ross and
16 Deputy Commissioner Patterson, was there anyone
17 else that you were reporting to at that time?

18 A. Yes. In terms of receiving my
19 orders, I would receive my orders from the
20 Deputy Commissioner and Commissioner Patterson
21 and Commissioner Ross. But I worked jointly --
22 I was supposed to work jointly with Ted Qualli
23 and the board to obtain the resources and --
24 that we needed for PAL, and develop programs for
25 the kids at the PAL centers, and basically run

1 E. CINTRON

2 with no avail or remedial actions taken, I would
3 have to address certain issues myself.

4 Q. And did you ever have a situation
5 where you addressed that situation with a
6 specific PAL employee?

7 A. What situation?

8 Q. Well, you're saying if you
9 reported -- if you tried to go through Ted, and
10 no remedial action was taken, I'm asking, do you
11 recall any instances where you yourself then
12 took remedial action as it relates to that PAL
13 employee?

14 A. I didn't take official remedial
15 action against any PAL employee. I spoke to PAL
16 employees about different issues that were
17 happening at the center -- I mean, at the -- at
18 PAL.

19 Q. Did Mr. Qualli have the ability to
20 fire police officers?

21 A. No.

22 Q. Did you have the ability to fire PAL
23 employees?

24 A. No. Well, let me reframe that. I
25 didn't have the authority to fire anyone. But

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2 while Ted was executive director of PAL, he did
3 fire a multitude of PAL employees.

4 Q. And those were, like, PAL employees
5 that reported to him?

6 A. Yes.

7 Q. When you joined PAL, did you sign
8 any contract or agreement governing your
9 relationship with them?

10 A. No. We were -- I was told -- we
11 were told, when we were in the same, you know,
12 room, talking with the deputies, as well as PAL
13 staff and PAL board members, that Ted and I held
14 the same responsibilities as the top leadership.
15 And that we will work jointly to resolve all
16 matters involving PAL. But nothing was done
17 officially on paper.

18 Q. I'm sorry. One question I -- I'll
19 come back.

20 In your role as the commanding officer,
21 was there anyone within PAL, Ted or otherwise,
22 that had the ability to discipline you?

23 A. I would get reprimanded sometimes by
24 Ron Rabena or Prazenica based on either false
25 information that was told to them by Ted Qualli,

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2 are not -- maintenance is not going to go over
3 there. They have to paint a wall at
4 headquarters.

5 So, to me, it was a power struggle on
6 Ted's behalf, that if I said, Let's go fix an
7 outlet, Ted was saying, No, I need them to paint
8 a wall, because we are getting some visitors at
9 headquarters this week.

10 So, to me, that's misplacement. He's
11 abusing his authority, one, and misplacing where
12 the -- the needs are real, if that makes any
13 sense.

14 Q. Did anyone from PAL -- let me ask
15 this. Did Ron Rabena -- did Ron, Ted, or Bernie
16 have the authority to remove you as commanding
17 officer?

18 A. No.

19 Q. Did any of them --

20 A. They have a say, because just like
21 they could recommend who comes in, they
22 recommend who leaves.

23 Q. Are you aware of any of those three
24 ever recommending that you be removed?

25 A. All I know is the conversation that

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2 Police, and basically that's what determines our
3 pay grade.

4 Q. Do you know -- so is it an agreement
5 between the -- forgive me, I don't know the
6 actual name, but is it an agreement between the
7 FOP and the union? Or who is that -- whose --

8 A. No. That isn't how it works. Like,
9 the city has a base pay, depending on your rank,
10 the amount of years. There's a scale that they
11 go by to pay you your salary. But every year
12 the fraternal order of police may negotiate a
13 pay rate, a percentage.

14 Q. Okay. And so that something, the
15 pay rate, is set by the city, correct?

16 A. Yes.

17 Q. When you were the commanding officer
18 of PAL, did PAL have anything to do with how
19 your pay was set?

20 A. No.

21 Q. When you were with the city, do you
22 know, did they maintain a personnel file on you?

23 A. Yes. They maintain a personnel file
24 on everyone.

25 Q. Do you know if PAL maintained a